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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding no.	91273569
Party	Defendant WRB, Inc.
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**UNITED STATES DISTRICT PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of:

Application Serial No. **90453221**
For The Mark **Hammer-Schlagen**

DAMM, LLC,

Opposer,

v.

WRB, Inc.,

Applicant.

Opposition Number **91273569**

**Applicant's Reply to its Motion to
Suspend Proceedings Pending
Disposition of Civil Action**

Applicant WRB, Inc. ("Applicant") replies to the response of Opposer DAMM, LLC ("Opposer") of January 18, 2022, to Applicant's motion of December 29, 2021.

ARGUMENT AND CITATION TO AUTHORITY

The filing of reply briefs is discouraged, as the Board generally finds that reply briefs have little persuasive value and are often a mere re-argument of the points made in the main brief. TMEP § 502.02; *S & L Acquisition Co. v. Helene Arpels Inc.*, 9 USPQ2d 1221, 1223 n.4 (TTAB 1987) (reply brief, constituting mere reargument given no consideration). For this reason, the scope of this reply is limited to new matter presented in Opposer's response, most of which is not germane to and outside the scope of this motion.

Tactical Gamesmanship

Opposer asserts that "[A]pplicant's request for suspension is mere tactical gamesmanship seeking to gain an advantage on burdens of proof and contestability of a mark." Opp. Resp. p.1 (1/18/22).

On or about April 14, 2020, Applicant licensed the use of the applied-for mark to a third-party for the manufacturing, sale, shipping, and/or distribution of the goods described

in the application at issue; Opposer is not a party to this license. Exhibit 1 (partial reproduction of that obtained by Opposer on November 17, 2021, in the Federal Proceeding prior to filing this TTAB Proceeding, marked BATES WRB000338-52 2152-2166). Following Applicant's licensing of its intellectual property, Opposer was organized into existence and began using the word MINNESCHLAGEN to sell the goods identified in Applicant's trademark license. Exhibit 2 (obtained by Applicant in the Federal Proceeding). The application at issue was then made on January 11, 2021. After these act, Applicant learned of Opposer's existence on or about March 23, 2021 (App. Mot. (12/29/21), Ex I, complaint ¶51). On August 23, 2021, the Federal Proceeding commenced between Applicant and Opposer (App. Mot. (12/29/21), Ex I.). Four months later on December 21, 2021, and while discovery was underway in the Federal Proceeding, Opposer filed this TTAB Proceeding making substantially identical claims to the Board as it initially made in the Federal Proceeding. *Id.* A week later on December 29, 2021, Applicant filed this motion for the reasons stated therein.

Applicant is unaware of any evidence existing on the record that could support Opposer's claim of “tactical gamesmanship,” especially so considering Opposer fails to present any evidence in support of its allegation. Furthermore, Applicant believes that no such evidence will be uncovered after a reasonable opportunity for further investigation or discovery. Contrary to Opposer's claims, the record demonstrates this motion was not presented for any improper purpose, to harass anyone, or to cause any unnecessary delay or needless increase in the cost of any proceeding before the Office.

Allegations Of Non-Use Regarding The Applied For Mark

Opposer makes a factual contention that, “Applicant has not used the applied for mark in interstate commerce on the designated goods since 1999 - the date alleged by Applicant (see Exhibit A).” Opp. Resp. (1/18/22), p.1. Opposer expands its contention:

“Applicant has not used the word Hammer-Schlagen as a source identifier of *any* goods sold in the ordinary course of trade in interstate commerce since 1999 (see attached Exhibit A)” (*emphasis added*) Opp. Resp. (1/18/22), p.2. Opposer presents a factual contention of the earliest date on which Applicant allegedly first used the applied-for mark on goods, stating “Applicant has not used the word Hammer-Schlagen as a source identifier of *any* goods sold in the ordinary course of trade in interstate commerce prior to May 8, 2020” (*emphasis added*). Opp. Resp. (1/18/22), p.2. And, Opposer even goes so far as to make the factual contention that, “Applicant's representation in its application that it has used the word Hammer-Schlagen as a source identifier of the designated goods sold in the ordinary course of trade in interstate commerce since 1999 is a blatant falsity.” Opp. Resp. (1/18/22), p.2. Opposer first raised this in the Federal Proceeding. App. Mot. (12/29/21), Ex.I, answer.

Though Opposer represents to this tribunal that it believes no such activity ever occurred, Applicant has used the mark for goods between 1999 and May 8, 2020. Applicant has engaged in such activity since at least 1999 (App. Mot. (12/29/21), Ex.I, complaint ¶20), a fact that can be supported by evidence uncovered by Opposer after a reasonable opportunity for further investigation and discovery. As demonstrated above by the license existing prior to the date on which Opposer was organized, Opposer has already obtained such evidence through investigation and discovery in the Federal Proceeding. Opposer has obtained a plethora of information in the Federal Proceeding in which Applicant's use of the mark is demonstrated: when Opposer filed this TTAB Proceeding, it was already in possession of well over 2,000 pages of written discovery; and obtained nearly 300 more before filing its response to this motion. Discovery in the Federal Proceeding remains open.

Opposer presents its Exhibit A (obtained by Opposer on January 3, 2022, in the Federal Proceeding prior to filing its response to this motion, marked BATES WRB002134-7) in support of its factual contentions alleging Applicant's non-use. Said Exhibit A is a

communication between Applicant and a consumer of goods that took place in 2019. As demonstrated by Opposer in its Exhibit A, goods described in the application at issue were sold under the applied-for mark by Applicant for \$324.08. As Opposer's response demonstrates, this activity occurred prior to the date on which Opposer alleges no such activity ever existed. There is a great deal of other evidence in Opposer possession, only a handful of which can be presented due to the page constraints of TBMP § 502.02(b).

Prior to filing its response to this Motion, Opposer was in possession of purchase orders for the sale of goods dating from March 2015 to April 2021. Exhibit 3, p.1-5 (obtained by Opposer on January 3, 2022 in the Federal Proceeding prior to filing its response, marked BATES WRB002130-33, 2138; note to the tribunal, the gap in BATES numbers '34-7 is Exhibit A of Opposer's response to this motion).

A trademark license with an entity in Washington evidences Applicant's use in 2015. Exhibit 3, p.6-7 (partial reproduction, obtained by Opposer on November 23, 2021 in the Federal Proceeding prior to filing this TTAB Proceeding, marked BATES WRB000458-69). Applicant's use is further evidenced by the offer of trademark licensure¹ and policies adopted therewith², partial reproductions of historical versions of which can be found in Exhibit 3 at p.8-10 (obtained by Opposer on January 3, 2022, in the Federal Proceeding prior to filing its response, marked BATES WRB002139-46, 2167-2180).

Public filings dating to 2016 further demonstrate Applicant engaged in the alleged non-existent activity, namely Minnesota CARDS³ franchise filing #8026, as evidenced on pages 3, 7, A-6, and A-7 (among other pages) of franchise disclosure documents⁴; a summary

1 <<https://licensing.hammerschlagen.com/licensing/agreement/>>.

2 <<https://licensing.hammerschlagen.com/licensing/standards/>>.

3 <<https://www.cards.commerce.state.mn.us/CARDS/>>.

4 <[https://www.cards.commerce.state.mn.us/CARDS/security/search.do?documentId={AB7BD747-28F1-49AC-8195-FF0483085DA6}](https://www.cards.commerce.state.mn.us/CARDS/security/search.do?documentId={AB7BD747-28F1-49AC-8195-FF0483085DA6}>)>

of which was also published on Applicant's website; and this activity occurred in more than one state. Exhibit 3, p.11-13 (obtained by Opposer on January 3, 2022 in the Federal Proceeding prior to filing its response, marked BATES WRB002181-221).

Opposer asserts that no good has ever bore Applicant's applied-for mark. The filings of the Trademark Office, namely TM Reg. No. 2,405,337, contradict this factual contention. Nearly two decades ago, Applicant submitted pictures to the Trademark Office demonstrating the applied-for mark has appeared on goods since 1999 in promotion of service⁵. Opposer is aware of this filing in the Trademark Office as it was disclosed as a related prior registration in the application at issue as well expressly disclosed to Opposer in the Federal Proceeding. App. Mot. (12/29/21), Ex.I, complaint ¶18.

With this evidence in hand, Opposer chose to make contrary factual contentions without providing any conflicting evidentiary support whatsoever. More to the point, Opposer's response strongly demonstrates there is a potential for conflicting outcomes and repetitive discovery, a conclusion with which Opposer explicitly agrees. Opp. Resp. (01/18/22), p.2. As earlier described in the motion at issue, these exact circumstances are those warranting suspension, a conclusion Opposer does not dispute.

B&B Hardware / Primary Jurisdiction

Opposer relies upon *B & B Hardware v. Hargis Industries, Inc.*, 135 S. Ct. 1293 (2015) to encourage the Board's denial of this motion based on the doctrine of primary jurisdiction. Opp. Resp. (01/18/22), p.2,3. As Opposer's asserts that “[t]here is a potential here for conflicting outcomes and repetitive discovery” (Opp. Resp. (01/18/22), p.2) and, as detailed in this motion, the Federal Proceeding includes matters that cannot be decided by the Board, something Opposer does not contest. A civil action may involve other matters

⁵ <<https://tsdr.uspto.gov/documentviewer?caseId=sn75655244&docId=SPE20060731184412#docIndex=12>>

outside Board jurisdiction and may consider broader issues beyond a right to registration and, therefore, judicial economy is best served by suspension. TBMP § 510.02(a) (citing *B&B Hardware* (matters first raised in the TTAB can be given a preclusive effect in future civil proceedings under specific conditions); *Goya Foods Inc. v. Tropicana Products Inc.*, 846 F.2d 848, 6 USPQ2d 1950, 1954 (2d Cir. 1988) (doctrine of primary jurisdiction is not applicable where court action concerns infringement, the interest in prompt adjudication far outweighs the value of having the views of the USPTO); *American Bakeries Co. v. Pan-O-Gold Baking Co.*, 650 F. Supp. 563, 2 USPQ2d 1208, 1211 (D. Minn. 1986) (primary jurisdiction should not be invoked where the district court action includes claims which cannot be raised before the Board)). Opposer's legal contention is not supported by the rules of the Board or existing law. In fact, quite the opposite is true as Opposer first brought forward its arguments in the Federal Proceeding, and then began “shop[ping] around for another [venue]” in which to litigate its claims. *B&B Hardware* at 1299.

Opposer desires the Board to invoke primary jurisdiction so that it can “preclude Applicant from asserting that it has a right to enjoin Opposer's use of MINNESCHLAGEN.” Opp. Resp. (01/18/22), p.3. Opposer reiterates its desire to exploit this tribunal as a tool in implementing its strategy of issue preclusion for matters it first raised in the preexisting Federal Proceeding: “the Board’s ruling on the issues of descriptiveness, genericness, fraud and likelihood of confusion would likely have preclusive effect in the Civil Action.” *Id.* Applicant submits such exploitation of this tribunal is not proper, causes unnecessary delays, and needlessly increases the cost and time of litigation.

Goods Versus Services

Opposer suggests the Board can invoke primary jurisdiction arguing the “decision in the civil action would not have issue preclusion in this TTAB Proceeding” because “the usage [of marks] in the civil action is services vs. goods whereas the usage at the TTAB

considers goods vs. goods.” Opp. Resp. (01/18/22), p.2-3. Again, Opposer's legal contention is not supported by current rule or law. TMEP § 1207.01(a)(i) (“the goods and/or services do not have to be identical or even competitive”) (citing *In re Iolo Techs., LLC*, 95 USPQ2d 1498, 1499 (TTAB 2010); *In re G.B.I. Tile & Stone, Inc.*, 92 USPQ2d 1366, 1368 (TTAB 2009)); It is sufficient that the goods and/or services of the applicant and the registrant are related in some manner TMEP § 1207.01(a)(i) (citing *On-line Careline Inc. v. America Online Inc.*, 229 F.3d 1080, 56 USPQ2d 1471 (Fed. Cir. 2000) (holding mark for electronic services and mark for electronic goods likely to cause confusion); *Weider Publ'ns, LLC v. D&D Beauty Care Co.*, 109 USPQ2d 1347 (TTAB 2014) (holding mark for services likely to cause confusion with mark for goods)). It is well recognized that confusion may be likely to occur from the use of the same or similar marks for goods, on the one hand, and for services involving those goods, on the other. TMEP § 1207.01(a)(ii) (citing *In re H.J. Seiler Co.*, 289 F.2d 674, 129 USPQ 347 (C.C.P.A. 1961) (holding mark for services and mark for goods likely to cause confusion); *In re United Serv. Distribs., Inc.*, 229 USPQ 237 (TTAB 1986) (holding mark for services and mark for goods likely to cause confusion); *In re Phillips-Van Heusen Corp.*, 228 USPQ 949 (TTAB 1986) (holding mark for goods and mark for services likely to cause confusion); *In re U.S. Shoe Corp.*, 229 USPQ 707 (TTAB 1985) (holding mark for services and mark for goods likely to cause confusion); *Corinthian Broad. Corp. v. Nippon Elec. Co., Ltd.*, 219 USPQ 733 (TTAB 1983) (holding mark for goods and mark for services likely to cause confusion)). Like every other claim, Opposer first made this claim in the Federal Proceeding (App. Mot., Ex.I, answer, p.22 ¶59), and litigating now would lead to “conflicting outcomes and repetitive discovery.” Opp. Resp. (01/18/22), p.2.

Mischaracterization Of Genericness

Opposer makes a factual contention that, “consumers use the word hammer-schlage or hammer-schlagen as a common, everyday name for a game that is played by the public

using hammer, nails, and wood (stump, log, board, etc.) (see attached Exhibit B - the Court's order in the civil action).” Opp. Resp. (01/18/22), p.2. Prior to filing this TTAB Proceeding, Opposer raised this issue in the Federal Proceeding. App. Mot. (12/29/21), Ex.I, answer p.3, p.18 ¶¶33-38, 63, 67, etc). In support of its genericness claim, Opposer presents an order from the Federal Proceeding as its Exhibit B stating, “[t]he Court recently denied WRB's motion for a preliminary injunction, finding that WRB was not likely to succeed on the merits in the civil action (see attached Exhibit B).” However, this interpretation—that the injunction is an order declaring Applicant's family of intellectual property as generic—misrepresents the opinion presented in the Federal Proceeding.

In Opposer's Exhibit B, it is stated that Opposer brought to the Federal Proceeding “Facebook posts referring to ... 'hammerschlagen,' [and] results from a Google search for 'hammerschlagen' ... and similar results from an Amazon search” (p.9). The significance of this evidence presented by Opposer in the Federal Proceeding “is not clear” and Opposer “could have presented better evidence” (p.9). Applicant, too, presented evidence of Internet use. App. Mot. (12/29/21), Ex.I, complaint. The injunction states, “Facebook users use 'Hammer-Schlagen' to refer to a game; it is not clear whether the users are referring to the Hammer-Schlagen branded game or a more generic version” (p.4), and found that “a question of fact exists on how consumers use 'Hammer-Schlagen'” (p.7). *See also* p.9 (“these posts suggest ... a factual dispute”); n.9 (“the parties have not presented evidence resolving the dispute over the meaning of these posts, so a question of fact remains.”).

Contrary to what Opposer would have this tribunal believe, Applicant's motion for injunction was denied not because Applicant's marks were declared generic, but instead because of “the [unclear] record at this stage” (p.10) giving both Opposer and Applicant an opportunity to develop the currently thin record of the Federal Proceeding. And, because of this development of the record that will eventually demonstrate Opposer's wrongdoings,

“[t]here is a potential here for conflicting outcomes and repetitive discovery” (Opp. Resp. (01/18/22), p.2) in litigating the issues first raised by Opposer in the Federal Proceeding.

Fraud / Descriptiveness / Likelihood Of Confusion

Opposer represents to the Board that Applicant has engaged in fraud and that Applicant's marks are descriptive. Opp. Resp. p.3. By filing this TTAB Proceeding, Opposer further represents to the Board that it believes there is a likelihood of confusion between the mark it owns and the applied-for mark. Again, these claims were first raised by Opposer in the Federal Proceeding. App. Mot. (12/29/21). Ex.I, answer. More to the point, “[t]here is a potential here for conflicting outcomes and repetitive discovery” (Opp. Resp. (01/18/22), p.2) in litigating Opposer's issues first raised the Federal Proceeding.

Judicial Economy / Prejudice

A final decision in the Federal Proceeding is likely to determine if Opposer has standing in this TTAB Proceeding. This is because the Federal Proceeding seeks to cancel Opposer's marks thereby preventing it from continued infringement upon Applicant's family of intellectual property beginning on the date Opposer was organized into existence. App. Mot. (12/29/21), Ex.I, complaint ¶82-85. Not only is such a matter currently outside the purview of this TTAB Proceeding, but the outcome of this TTAB Proceeding is substantially dependent upon the outcome of the Federal Proceeding.

More to the point, Opposer fails to identify any judicial economy that would not be promoted or any substantial prejudice to Opposer if Applicant's motion to suspend were granted, let alone rebut any part of Applicant's motion: Opposer is able to continue litigating every single issue it now brings to the Board that it first raised in the Federal Proceeding. For the reasons already stated in Applicant's Motion, judicial economy will be promoted by granting the motion in question, saving (of course) the harm done to Applicant by delaying the registration of Applicant's important property interest.

CONCLUSION

Opposer fails to refute any part of Applicant's motion or demonstrate any harm that could possibly be done to Opposer or any other member of the public, either individually or collectively, by granting Applicant's Motion To Suspend. The factual contentions Opposer makes to the Board are refuted by evidence in possession of Opposer, and legal conclusions it presents are not supported by Board rules or existing law.

An order from the Board immediately suspending this TTAB Proceeding, including all outstanding answer, discovery requests, and scheduled deadlines, continues to be warranted. Applicant again respectfully requests that its motion be duly granted.

Dated: February 7, 2022

Respectfully Submitted,

WRB, INC.

/s/ James Martin

By its CEO, James Martin

5865 Neal Ave N / #113

Stillwater, MN 55082

(844) WHACK-IT

trademark@hammerschlagen.com

Applicant

CERTIFICATE OF SERVICE

I hereby certify that, on February 7, 2022, a copy of the foregoing motion was sent via e-mail to Opposer's counsel of record, as follows:

Paul Dietz
DIETZ LAW OFFICE LLC
4975 Wilderness Lake Cir
Elko New Market, MN 55020
paul@dietzlawoffice.com

/s/ James Martin

WRB, Inc.

By its CEO, James Martin

Exhibit 1



HAMMER-SCHLAGEN® **PRODUCTION LICENSE**

This Hammer-Schlagen® Production License (this “License”) is made by and between WRB, Inc., a corporation organized under the laws of the State Of Minnesota doing business as Hammer-Schlagen, (“WRB”) and Stump'd, LLC, a limited liability company organized under the laws of the State of Illinois, (“you” and “your”) effective April 1, 2020 (the “Effective Date”).

RECITALS

WHEREAS, WRB offers a unique and popular entertainment service in the nature of providing persons an opportunity to participate in a game in which participants drive nails into wood (the “Service”) under a family of well-known trademarks and in conjunction with copyrights (each a “Property”), including (but not necessarily limited to) that particular three-dimensional trade dress identified with the United States Patent And Trademark Office (“USPTO”) under registration number 5,548,112 (“Stump”), the trade name registered with the USPTO under registration number 4,804,117 (“Name”), the design registered with the USPTO under registration number 2,405,337 (“Logo”), that particular copyright entitled Hammer-Schlagen Rules registered with the United States Copyright Office (“USCO”) under registration number TX 8-092-585 (“Rules”), and other intellectual property identified in that particular online publication found at <http://www.hammerschlagen.com/our_brand/>, as amended;

AND, WHEREAS, WRB uses its Property in conjunction with other goods and/or services in order to promote its brand of the Service;

AND, WHEREAS, you desire to use the Stump, Name, and Logo (collectively, the “Licensed Property”) in connection with the manufacturing, sale, shipping, and/or distribution of equipment sold as a unit for playing a parlor/board game (“Board Game”), namely the Stump for non-commercial engagement in the Service (each a “Product”) as well as the offering for sale, advertising, and promotion of the same (“Purpose”);.

AND, WHEREAS, WRB is willing to permit you to use the Licensed Property within the jurisdictional boundaries of the United States Of America (“Territory”) only for the Purpose and in accordance with the terms and conditions of this License;

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements, and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and received, WRB and you (each a “Party”) do hereby agree as follows:

Exhibit 2

Office of the Minnesota Secretary of State Certificate of Organization

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name: DAMM LLC

File Number: 1156102000024

Minnesota Statutes, Chapter: 322C

This certificate has been issued on: 04/24/2020



A handwritten signature in cursive script that reads "Steve Simon".

Steve Simon
Secretary of State
State of Minnesota

Office of the Minnesota Secretary of State

Assumed Name | Certificate of Assumed Name

Minnesota Statutes, Chapter 333



Read the instructions before completing this form.

Filing Fee: \$50 for expedited service in-person and online filings, \$30 if submitted by mail

Note: An Annual Renewal is required to be filed once every calendar year, beginning in the calendar year following the original filing with the Secretary of State.

The filing of an assumed name does not provide a user with exclusive rights to that name. The filing is required for consumer protection in order to enable consumers to be able to identify the true owner of a business.

Note: Information provided when filing a business entity is public data and may be viewable online. This includes but is not limited to all individual names and addresses.

1. List the exact assumed name under which the business is or will be conducted: (Required)

Minneschlagen

2. Principal Place of Business: (Required)

3940 Niagara Ln N

Plymouth

MN

55446

Street Address (A PO Box by itself is not acceptable)

City

State

Zip

3. List the name and complete street address of all persons conducting business under the above Assumed Name, OR if an entity, provide the legal corporate, LLC, or Limited Partnership name and registered office address: (Required)

Note: A PO Box by itself is not acceptable. Attach additional sheet(s) if necessary.

DAMM LLC

3940 Niagara Ln N

Plymouth

MN

55446

Name

Street

City

State

Zip

Name

Street

City

State

Zip

Name

Street

City

State

Zip

4. I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

Daniel Reiff

Signature (Only one nameholder or an authorized agent is required to sign)

5/29/20

Date

Daniel Reiff, attorney

Print Name and Title

Email Address for Official Notices

Enter an email address to which the Secretary of State can forward official notices required by law and other notices

nichomn@gmail.com

☒ Check here to have your email address excluded from requests for bulk data, to the extent allowed by Minnesota law.

000302

Office of the Minnesota Secretary of State

Assumed Name | Certificate of Assumed Name

Minnesota Statutes, Chapter 333



List a name and daytime phone number of a person who can be contacted about this form:

Daniel Reiff	612-421-2175
--------------	--------------

Contact Name

Phone Number

Entities that own, lease, or have any financial interest in agricultural land or land capable of being farmed must register with the MN Dept. of Agriculture's Corporate Farm Program.

Minnesota Business Snapshot

To better serve Minnesotans, the Secretary of State's Office has created the "Minnesota Business Snapshot," a short and simple survey produced with the input of business owners, business organizations, non-profits, and researchers from across the state. These five questions will take less than three minutes to complete, and you may answer any or all of them. There is no penalty if you choose not to provide this information. However, the answers you do provide will create a useful pool of information for potential customers and inform the analysis of our quarterly "Minnesota Economic and Business Condition Reports". We do not independently verify the answers applicants provide. **Again, this survey is voluntary and the answers are considered public data.** Thank you.

1. (Select up to one) - How many Minnesota – based full time employees (or FTE equivalents) does this entity currently have?

- ☐ 0-5
- ☐ 6-50
- ☐ 51-200
- ☐ 201-500
- ☐ Over 500

2. (Select all that apply) - Does the owner or a member of the ownership group of this entity self-identify as a member of any of the following communities?

- ☐ Woman
- ☐ Member of a community of color
- ☐ Veteran
- ☐ Member of a disability community
- ☐ Member of an immigrant community

3. (Select up to one) - Using NAICS codes below, please select the code that best describes this entity. If you believe this entity falls into more than one category, please select the category that generates the majority of the entity's revenue.

- ☐ Agriculture, Forestry, Fishing and Hunting (Code 11)
- ☐ Mining (Code 21)
- ☐ Utilities (Code 22)
- ☐ Construction (Code 23)
- ☐ Manufacturing (Codes 31-33)
- ☐ Wholesale Trade (Code 42)
- ☐ Retail Trade (Codes 44-45)
- ☐ Transportation and Warehousing (Codes 48-49)
- ☐ Information (Code 51)
- ☐ Finance and Insurance (Code 52)
- ☐ Real Estate Rental and Leasing (Code 53)
- ☐ Professional, Scientific, and Technical Services (Code 54)
- ☐ Management of Companies and Enterprises (Code 55)
- ☐ Administrative and Support and Waste Management and Remediation Services (Code 56)
- ☐ Educational Services (Code 61)
- ☐ Health Care and Social Assistance (Code 62)
- ☐ Arts, Entertainment, and Recreation (Code 71)
- ☐ Accommodation and Food Services (Code 72)
- ☐ Other Services (except Public Administration) (Code 81)
- ☐ Public Administration (Code 92)

000303

Exhibit 3



PURCHASE ORDER

Ultimate Sports Bar & Grille
1101 W Division
Waite Park, MN 56387

According to the Hammer-Schlagen license issued, you are authorized to engage with the public with items leased and purchased from WRB, the fees as such described in the Hammer-Schlagen Fee Schedule published online at <http://www.hammerschlagen.com/raw/schedule/fee.php>. The following items have been delivered to you, and the monies described herein are due and payable upon receipt.

Please remit payment to "Hammer-Schlagen" at the following address: PO Box 9305 / No. St. Paul, MN 55109.

<u>Date</u>	<u>Item</u>	<u>Quantity</u>	<u>Each</u>	<u>Total</u>
11 Mar '15	License Fee	1	\$ 150.00	\$ 150.00
	Stand	1	\$ 200.00	\$ 200.00
	Hammer	2	\$ 25.00	\$ 50.00
	Rule Sign	1	\$ 10.00	\$ 10.00
	Log	1	\$ 50.00	\$ 50.00
	Nails (50#)	1	\$ 50.00	\$ 50.00
	Gloves (Pair, Doz)	1	\$ 32.50	\$ 32.50
	Red Can Cooler (Doz)	1	\$ 32.50	\$ 32.50
	Black Can Cooler (Doz)	1	\$ 32.50	\$ 32.50
	Cow Bell (Doz)	2	\$ 32.50	\$ 65.00
	Fees:			\$ 150.00
	Deposits:			\$ 260.00
	Sales:			\$ 262.50
	7.125% Sales Tax:			\$ 18.70
	Total:			\$ 691.20
	Previous Balance:			\$ 0.00
	Account Balance:			\$ 691.20

Note that sales tax was charged at the rate of the location from which the taxable items originated, because you do not have MN Form ST3 on file with us.

Handwritten: Pd ch #2539 [Signature]



PURCHASE ORDER

The Pourhouse
10 South 5th Street
Minneapolis, MN 55402

According to the Hammer-Schlagen license issued, you are authorized to engage with the public with items leased and purchased from WRB, the fees as such described in the Hammer-Schlagen Fee Schedule published online at <http://www.hammerschlagen.com/raw/schedule/fee.php>. The following items have been delivered to you, and the monies described herein are due and payable upon receipt.

Please remit payment to "Hammer-Schlagen" at the following address: PO Box 9305 / No. St. Paul, MN 55109.

<u>Date</u>	<u>Item</u>	<u>Quantity</u>	<u>Each</u>	<u>Total</u>
9 June '15	Nails (50#)	1	\$ 50.00	\$ 50.00
	Log	2	\$ 75.00	\$ 150.00
	Delivery	51.4mi	\$ 0.575	\$ 29.50
			Fees:	\$ 29.50
			Deposits:	\$ 0.00
			Sales:	\$ 200.00
			7.125% Sales Tax:	\$ 16.35
			Total:	\$ 245.85
			Previous Balance:	\$ 0.00
			Account Balance:	\$ 245.85

Note that sales tax was charged to your account because we do not have a valid sales tax exemption certificate on file for you (Minnesota Revenue Form ST3).



PURCHASE ORDER

Ultimate Sports Bar & Grille, Inc.
1101 Division St.
Waite Park, MN 56387

According to the Hammer-Schlagen license issued, you are authorized to engage with the public at the address above with items leased and purchased from WRB, the fees as such described in the Hammer-Schlagen Fee Schedule published online at <http://www.hammerschlagen.com/raw/schedule/fee.php>, as amended. The following items have been delivered to you, and the monies described herein are due and payable upon receipt.

Please remit payment to "Hammer-Schlagen" at the following address: PO Box 9305 / No. St. Paul, MN 55109.

<u>Date</u>	<u>Item</u>	<u>Quantity</u>	<u>Each</u>	<u>Total</u>
26 Aug '15	Log	3	\$ 75.00	\$ 225.00
	Nails (50#)	1	\$ 50.00	\$ 50.00
	Stand (Deposit)	1	\$ 200.00	\$ 200.00
	Delivery			\$ 35.00
			Fees:	\$ 35.00
			Deposits:	\$ 200.00
			Sales:	\$ 275.00
			7.125% Sales Tax:	\$ 22.09
			Total:	\$ 532.09
			Previous Balance:	\$ 0.00
			Account Balance:	\$ 532.09

Note that sales tax was charged to your account because you do not have a valid ST3 on file with us.

pd check
#7458



PURCHASE ORDER

The Pourhouse
10 South 5th Street
Minneapolis, MN 55402

According to the Hammer-Schlagen license issued, you are authorized to engage with the public with items leased and purchased from WRB, the fees as such described in the Hammer-Schlagen Fee Schedule published online at <http://www.hammerschlagen.com/raw/schedule/fee.php>, as amended. The following items have been delivered to you, and the monies described herein are due and payable upon receipt.

Please remit payment to "Hammer-Schlagen" at the following address: PO Box 9305 / No. St. Paul, MN 55109.

<u>Date</u>	<u>Item</u>	<u>Quantity</u>	<u>Each</u>	<u>Total</u>
22 Jan '16	Log	2	\$ 75.00	\$ 150.00
	Nails (50#)	1	\$ 50.00	\$ 50.00
	Sticker (Get Hammered)	25 pack	\$ 1.00	\$ 25.00
	Sticker (Get Nailed)	25 pack	\$ 1.00	\$ 25.00
	Sticker (Got Wood)	25 pack	\$ 1.00	\$ 25.00
	Delivery	51.4mi	\$ 0.575	\$ 29.50
	Fees:			\$ 0.00
	Deposits:			\$ 0.00
	Sales:			\$ 275.00
	Shipping / Handling:			\$ 29.50
	Sales Tax (7.125%):			\$ 21.70
	Total:			\$ 326.20
	Previous Balance:			\$ 0.00
	Account Balance:			\$ 326.20

pd ch #10366

2nd notice 24 May 16



HAMMER-SCHLAGEN®

5865 Neal Ave N, #113 • Stillwater, MN 55082
www.HammerSchlagen.com • (844) WHACK-IT

Ultimate Sports Bar & Grille, Inc.
1101 Division Street
Waite Park, MN 56387

April 30, 2021

Please remit payment to "Hammer-Schlagen" at the address stated above.

<u>Date</u>	<u>Item</u>	<u>Quantity</u>	<u>Each</u>	<u>Total</u>
29 Apr 2021	Misc	1	\$790.00	\$790.00
			Total Due:	\$790.00

PAID (Check #6021)

WRB 002138

Section 3: No Subleasing Or Resale

Licensee shall not sublease or resell any equipment, materials, or supplies that contain an Element of the Brand to any party except in its engagement of the Service as authorized herein: notwithstanding the preceding, Licensee may transfer such property to Licensor or another third party with whom Licensor has approved in writing.

Section 4: No Contest

Licensee acknowledges and agrees that Licensor is the owner of each Element, and will not challenge in any court of law, or in any other manner, the validity of the Brand or Licensor's exclusive ownership thereof. Licensee shall not at any time, whether during or after the term of this License, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of Licensor's rights in any Element or the Brand or any registrations derived from such rights.

Chapter 8: Retention

Licensee acknowledges and agrees that Licensor has, shall retain, and may exercise, both during the term of this License and thereafter, all rights and remedies available to Licensor, whether derived from this License, from statute, or otherwise, as a result of or in connection with Licensee's breach hereof, misuse of an Element or Brand, or any other use of an Element or Brand by Licensee which is not expressly permitted herein.

Chapter 9: No Expectation Of A Business Opportunity

Licensor does not suggest, recommend, or require that Licensee use goods or services other than those provided by Licensor in establishing or operating the business contemplated herein. Licensor does not represent, expressly or implicitly, that Licensor will: provide locations for the use or operation of equipment, displays, vending machines, or similar devices, owned, leased, controlled, or paid for by the Licensee; or provide outlets, accounts, or customers for the Licensee's goods or services; or buy back any or all of the goods or services that the Licensee makes, produces, fabricates, grows, breeds, modifies, or provides, including but not limited to providing payment for such services as, for example, stuffing envelopes from the Licensee's home. It is not the intention of the parties to enter into an agreement for a "business opportunity" as defined by 16 CFR §437.1(c).

Chapter 10: No Expectation Of Franchise

No right is granted to Licensee to sell franchises on behalf of Licensor. The parties agree that the terms and conditions herein do not constitute the ability or authority by Licensor to exert a significant degree of control over the Licensee's method of operation, or provide significant assistance in the Licensee's method of operation; and the parties do not intend to create a franchise as defined by 16 CFR §436.1(h).

If this License is found to create a franchise relationship, Licensee, or Licensee's current directors or officers, or any current directors or officers of Licensee's parent or affiliate, has more than two years of experience in the same type of business as contemplated herein; and the parties have a reasonable basis to anticipate that the sales arising from the relationship contemplated herein will not exceed 20% of the Licensee's total dollar volume in sales during the first year of operation under this License.

Chapter 11: Equipment Leases & Material/Supply Purchases

Licensee may (but is not required to) lease and purchase equipment, supplies, and materials used in its engagement of the Service from Licensor at the rates described in the Fee Schedule published online at <http://www.hammerschlagen.com/raw/schedule/fee.php> and by making the security deposits described therein. Licensee may request equipment leases and material/supply purchases from Licensor by submitting a request and payment to the address to which the Fee is remitted; Licensor agrees to lease and sell such equipment, material, and supply to Licensee as such equipment, materials, and supplies is or becomes available.

In the event that this License is terminated, security deposits made by Licensee to Licensor shall be refunded to Licensee upon the return of said equipment in its original condition, saving only normal wear and tear from use during the Term. Licensor may, in and at Licensor's sole-discretion, use the security deposit to repair leased equipment to restore it to its original condition, upon which Licensee shall replenish the security deposit within sixty (60) business days of its use. In no case shall any equipment leased by Licensee be deemed the property of Licensee, but in each and every case shall equipment leased by Licensee be deemed the property of Licensor. Licensee shall indemnify and hold harmless Licensor against all liability, costs, and expenses, including but not limited to a reasonable attorneys' fee, arising out of or in connection with claims relating to the use of such materials and supplies that are purchased, leased, or otherwise obtained by Licensee.

Licensee may not sublease or resell any equipment, materials, or supplies leased or purchased from Licensor, and agrees to use said equipment, materials, and supplies only during its engagement of the Service in the Area. In the event this License is terminated, Licensee shall return: all materials and supplies purchased from Licensor that have not been used or distributed; and all equipment leased from Licensor.

Chapter 12: Policies And Schedules

Licensor may adopt other policies and schedules that are not inconsistent with this License, and may, from time to time, in and at Licensee's sole-discretion, amend such policies or schedules, including, but not limited to, the Engagement Policy and the Fee Schedule. Licensee agrees to comply with any such policies and schedules, as amended, by following the direction given therein and paying such fees, costs, and rates as may become applicable. Any amendment of such a policy or schedule shall become effective immediately upon the earlier of: its delivery to Licensee; or upon its publication online as provided for thereon or herein.

This License is not to be construed as a "naked" license. Licensee recognizes the policies adopted protect the quality of the Brand. Licensee shall only use the Brand and its Elements for the products and services associated thereof and in a like manner as that actually used by Licensor. Licensor reserves the right to inspect the use of the Brand by Licensee to ensure each and every Element is being properly used in accordance with the adopted policies and terms and conditions hereof, including the inspection of Licensee's financial records related to the Royalty. Licensee grants such permissions to Licensor or its appointed representative as is appropriate in order to effect and properly enforce this inspection requirement. The failure of Licensee to use the Brand as described herein and/or allow the necessary inspections shall constitute a breach hereof by Licensee.

Chapter 13: Liability / Indemnification

Licensee releases Licensor from any loss, damage, claim, or injury resulting from any casualty of each and every kind; Licensee shall accept full responsibility for any and all personal injuries or any other damages that may occur during Licensee's use of the Brand; and Licensor, and Licensor's owners, agents, and employees, shall be indemnified and held harmless by Licensee for any and all injuries and damages of Licensee that occur inside or outside of the Area from all activity described by this License.

ARTICLE III: GENERAL PROVISIONS

Chapter 1: Language

Headings used to define articles and sections herein are provided for convenience and reference only, and shall not be used to construe meaning or intent. Where appropriate, words signifying one gender shall include the others, and words signifying the singular shall include the plural and vice versa. All monies described herein are in legal tender of the United States of America.

Chapter 2: Jurisdiction

This instrument and the relationship between the parties shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota without regard to its conflict or choice of law rules or provisions. Any

as to be readily accessible and viewable to consumers of the Service. The License does not grant any right to reproduce the copyrights of WRB, so any Material containing the Rules must be purchased from WRB. As soon as reasonably possible following the Effective Date of the License, WRB shall deliver a single copy of the Rules to the Premises by way of the United States Post Office (at the cost of WRB). If these Standards are interpreted by the laws of the State Of New York, the Rules are considered to be "sales materials" whose value is the Fee.

4: Offering. You shall only refer to the Service by using the Hammer-Schlagen trade name, only offer the Service under the Stump, and use the Trademarks in your general reference to your offering of the Service.

5: Gamemaster.

You should have a natural person ("Gamemaster") oversee the offering of the Service.

5.1: Stickers. The Gamemaster should give a Sticker to every participant of the Service and every person solicited to engage in the Service. When a Sticker is given, the Gamemaster should remove the backing from the sticker and, whenever reasonably possible, appropriately apply the Sticker to its intended recipient.

5.2: Prizes. Each Prize should be displayed within 10-feet of the Stump whenever the Service is offered. The Gamemaster should award a Prize to the winner of each round of the winner's choosing.

5.3: Fees. You should charge a fee for the offering of the Service at the rates described online at <http://www.hammerschlagen.com/rates/>. When the Gamemaster collects a fee from each participant of the service, the Gamemaster should wear a Money Belt.

Electronic Account

6: Approvals. You shall only seek approvals for Uses through your Account by following the on-screen instructions.

7: Reporting. You shall make all required reports by way of your Account. If a report fails to meet the provisions of your License, WRB will notify you as to why so you may overcome the denial.

Materials And Supplies

8: Materials. Upon your telephone call to WRB, you may request to purchase Materials (Display Items, Prizes, and Stickers) at the then per unit price quoted along with the payment of Mileage for the delivery of each order. WRB may, in and at its sole and absolute discretion, accept your request for Materials and shall deliver an invoice to you upon such acceptance. An order is considered to be placed when fully paid by you.

9: Use. To protect the quality of the Trademarks, you shall use Materials obtained from WRB

only for the Purpose of your License.

10: Hammer Replacement. At your request, WRB shall replace any Hammer that you obtained from WRB free of charge (saving only the cost of shipping, if any) provided only that you deliver the Hammer as originally given to you by WRB; if any part of the Hammer is broken, you must return all the pieces of that broken part.

Definitions

11: Interest. When calculating interest, the "maximum rate amount allowed by law" is that defined by 2018 Minn. Stat. §334.01, subd. 1, as amended, which is two-thirds of one percent per month.

12: Materials. Labor is exempt from the definition of Material. Your Products (but not the Service) are Materials. Stickers, Prizes, and Money Belts are those Materials containing the Trademarks and used by WRB in its normal offering of the Service in the manner described by §6.

13: Mileage. "Mileage" means the shortest distance for a one-way trip by way of public roads between the location in question and whichever address maintained by WRB in the following city is closest to that location multiplied by \$3.00: Stillwater, MN. A walking route as determined by Google Maps may be used to calculate distance.

14: Time Periods. A "day," "week," "month," "quarter," and "year" shall mean a calendar day, week, month, quarter, or year as the case may be. If the final day of any time period is a Saturday, Sunday, or Holiday (that term being defined by 2018 Minn. Stat. §645.44, subd. 5, as amended), the act required to be performed may be performed on or before the close of business on the immediately following business day; except that in the case the time period is longer than 14-calendar days, the act shall be performed by the close of business on the immediately preceding business day.

Chapter 3: Limitations Of License

Licensee agrees to only engage in the Service: on the Premises with other entities under this License; on and off the Premises with another entity under a separate and validly issued Hammer-Schlagen license; and with Hammer-Schlagen on and off the Premises.

Chapter 4: Nonprofit Status

Licensee warrants and represents that: it is a legally organized entity conducting business for the benefit of the general public without shareholders and without a profit motive; it qualifies for tax exempt status under Section 501 of the Internal Revenue Code (26 USCA Â§501); said status has been approved by the Internal Revenue Service and will remain in effect during the Term.

Chapter 5: Equipment Leases & Material/Supply Purchases

Licensee shall lease and purchase all equipment, supplies, and materials used in its engagement of the Service from Hammer-Schlagen at seventy percent (70%) of the rates described in the Fee Schedule. The rates in the Fee Schedule are deemed to be retail rates. In a good-faith effort to transfer profits to Licensee that would have otherwise been made, Hammer-Schlagen agrees to offer the aforementioned discount off the retail rates with the intention to aid Licensee in its aim to positively impact society as a nonprofit organization. Licensee may request equipment leases and material/supply purchases from Hammer-Schlagen by submitting a written request and payment to the address to which the Fee is remitted; Hammer-Schlagen agrees to lease and sell such equipment, material, and supply to Licensee. Licensee may not sublease or resell any equipment, materials, or supplies leased or purchased from Hammer-Schlagen, and agrees to use said equipment, materials, and supplies only in its engagement of the Service on the Premises.

Licensee shall make the security deposits when leasing equipment from Hammer-Schlagen in the amounts described in the Fee Schedule. In the event this License is terminated due to a breach by Licensee, no monies due and payable hereunder shall be returned except at the sole-discretion of Hammer-Schlagen. In the event that this License is otherwise terminated, security deposits made by Licensee to Hammer-Schlagen shall be refunded to Licensee upon the return of said equipment in its original condition, saving only normal wear and tear from use during the Term. Hammer-Schlagen may, in and at Hammer-Schlagen's sole-discretion, use the security deposit to repair leased equipment to restore it to its original condition, upon which Licensee shall replenish the security deposit within sixty (60) business days of its use. In no case shall any equipment leased by Licensee be deemed the property of Licensee, but in each and every case shall equipment leased by Licensee be deemed the property of Hammer-Schlagen.

Chapter 6: Liability / Indemnification

Licensee releases Hammer-Schlagen from any loss, damage, claim, or injury resulting from any casualty on the Premises; Licensee shall accept full responsibility for any and all personal injuries or any other damages that may occur during Licensee's use of the Hammer-Schlagen Brand the Premises; and Hammer-Schlagen, and Hammer-Schlagen's owners, agents, and employees, shall be indemnified and held harmless by Licensee for any and all injuries and damages of Licensee that occur inside or outside of the Premises.

Subject: F- 8026, HS Franchising, LLC

From: "Angui, Flora (COMM)" <Flora.Angui@state.mn.us>

Date: 8/26/2016 9:06 AM

To: "franchising@hammerschlagen.com" <franchising@hammerschlagen.com>

Dear Mr. Martin:

The initial franchise registration application for the above-referenced applicant has been examined. Please correct or otherwise address the following deficiencies:

- Even though the new FTC Rule allows a new company to submit an unaudited financial statement, Minnesota requires an audited financial statement for all initial and renewed applications. An audited balance sheet for a new company is sufficient. Please submit an audited financial statement and an accountant's consent. Also amend Item 21 in the Disclosure Document to disclose this financial statement.
- Injunctive Relief: The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. Also, a court will determine if a bond is required.

In responding to the above deficiencies, submit **only** the marked pages (one set). Do not send entire clean copies. If additional changes have been requested by other states, please include only the pages showing those changes also.

The Commissioner may withdraw an application in which no activity has occurred for 120 days (Minnesota Statutes, Section 80C.05, subd.4). If an Order of Withdrawal is issued, the franchisor must reapply with a new application.

Flora Angui

Commerce Analyst

Minnesota Department of Commerce

85 7th Place East, Suite 500, Saint Paul, MN 55101

P: 651-539-1631



CONFIDENTIALITY NOTICE: This message is intended only for the use of the individual(s) named above. Information in this e-mail or any attachment may be confidential or otherwise protected from disclosure by state or federal law. Any unauthorized use, dissemination, or copying of this message is prohibited. If you are not the intended recipient, please refrain from reading this e-mail or any attachments and notify the sender immediately. Please destroy all copies of this communication.



Hammer-Schlagen®

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Through our direct vending and exposure to hundreds of thousands of people each and every year, it is no wonder why our Hammer-Schlagen® nail driving competition is the most popular in the world! By replicating our business model, our franchises are able to benefit from not only the goodwill our [Hammer-Schlagen® brand](#) has established, but also the experience we obtained through our several [decades of operating](#) Hammer-Schlagen®. Our franchising system is extremely straightforward:

BENEFIT DETAIL:

- ✂ The right to use and profit from the [Hammer-Schlagen® brand](#), including our trade dress.
- ✂ A free initial training program, and additional training throughout the term.
- ✂ No charge for ongoing advice and counsel.
- ✂ Access to confidential trade secrets; sales techniques, servicing, and the like.
- ✂ Pertinent, existing, and pre-drafted contracts are made available to you.
- ✂ Ability to increase authority to vend if and when you decide to grow.
- ✂ Royalty exemptions on certain gross revenues.

CONTRACT DETAIL:

- ✂ 5-year renewable term.
- ✂ Variable franchise fees between \$500 and \$10,000, depending on your activity.
- ✂ Operation is governed by our franchise operations manual.
- ✂ Purchase a franchise starter package, then other materials and supplies as you go.
- ✂ A royalty of 10% on revenues, and reporting just 4 times annually. (Over the term, revenue up to twice the franchise fees paid may be exempt from the royalty.)

Unlike other franchisors, we exempt certain revenues from being subject to the royalty (such as sales taxes collected). And, there are no requirements to advertise, join cooperatives, attend conventions, or contribute to a brand building fund! Depending on your activity, starting a Hammer-Schlagen® franchise costs between \$875 and \$12,750 in franchise fees paid to and supplies purchased from us (relatively inexpensive compared to other brands). You may experience other costs related to starting a business, such as state organizational filings, tax permits, insurance, and the like.



If you are interested in using any element of the Hammer-Schlagen® brand, you are required by law to obtain our permission. To request a franchise, please complete [an application](#). (Under certain conditions, we might [refuse to offer](#) a franchise to you.)

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The State of Texas



Registrations Unit
P.O. Box 13193
Austin, Texas 78711-3193

Phone: 512-475-0775
Fax: 512-475-2815
Dial 7-1-1 For Relay Services
www.sos.state.tx.us

Carlos H. Cascos
Secretary of State

December 15, 2016

HS Franchising LLC
Attn: Jim Martin
PO Box 9305
N. St. Paul, MN 55109

Re: File No. 2016-0439

Dear Madam or Sir:

This letter confirms the receipt and acceptance of the exemption notice for the franchisor above. Franchise agreements (as defined in 16 C.F.R. Part 436) are excluded from the definition of "business opportunity" in Tex. Bus. & Comm. Code §51.003(a) if the franchisor complies with 16 C.F.R. Part 436 and other Federal Trade Commission orders or actions. Franchisors are required to file an exemption statement with the Secretary of State before offering or selling such a franchise in Texas.

Please note that if there are any changes to the franchisor's principal address, the franchisor should notify the Secretary of State in writing. We provide Form 2707 (available on our website at <http://www.sos.state.tx.us/statdoc/statforms.shtml>) for the purpose of updating the principal address or legal or assumed names that the franchisor is conducting business under. There is no filing fee for this update.

If you have any questions about this exemption or updating the information on file, please contact our office at (512) 475-0775 or RegistrationsUnit_Assist@sos.texas.gov.

Respectfully,
Registrations Unit
Office of the Texas Secretary of State
RegistrationsUnit_Assist@sos.texas.gov

WRB 002221